

JUL 17 1969

MEMORANDUM

TO: Boston Redevelopment Authority

13

FROM: Hale Champion, Director

SUBJECT: I. Report on Existing Parking Lots on Authority - owned  
Land in all Project Areas

II. Recommended Changes in Authority Policies re Parking Lots

I. Report on Existing Parking Lots

A report dated August 19, 1968 entitled "Report on Parking Lots in All Project Areas" was previously distributed to the Members of the Authority in August of 1968. Attached hereto is an up-to-date report on existing parking lots on Authority-owned land in all project areas.

II. Recommended Changes in Authority Policy on Parking Lots

1. It is recommended that the Authority discontinue the policy of licensing cleared vacant project land to displaced parking operators whose lots have been eliminated because of project activities - except under conditions outlined in Paragraph 3 below.
2. That the Executive Director obtain publicly advertised competitive bids for all cleared project land which is suitable for parking and is available for a reasonable period of time - except under conditions outlined in Paragraph 3.

3. (a) Cleared project land may be licensed without competitive bidding to a displaced operator if he operates only one lot and this lot is the operator's principal source of income or livelihood.

(b) Cleared project land which becomes available immediately adjacent to an existing parking lot may be licensed to the operator of the adjacent lot at a pro rata charge.

In the case of (a) and (b) above, only reasonable amounts of land consistent with the size of the adjacent lot or former lots shall be authorized. If adjacent cleared land which becomes available is excessive in size or acreage, it would fall under the category of cleared land to be advertised for bids.

(c) Cleared project land may be licensed to a non-profitable organization without bidding if located in an area where paid public parking is not in demand.

4. The rentals of all parking lots presently in existence for more than one year be reviewed by the Real Estate Officer to determine if an increase in rental charge is justified because of increases in parking rates which may have taken place.

5. The Transportation Planning Department of the Authority be instructed to survey the parking rate structure throughout the City of Boston in order to better serve the traffic circulation objectives of the City of Boston.



INTER - OFFICE COMMUNICATION

April 3, 1969

SUBJECT: Report on Existing Parking Lots in All Project Areas

ARCH 24, 1969

PARKING LOTS IN WEST END PROJECT AREA U.R. 2-3

(1)

CCT. #	LICENSEE	ADDRESS	U AND O CHARGE	OWNER OR AGENT OF BUSINESS	VACATE DATE	AREA SQ. FT.
192	Mass. General Hospital Parking	Cardinal O'Connell Way	\$482.28 ** Per Month	Massachusetts General Hospital	1970	104,000
197	Cambridge Street Parking Company	Staniford St. Lomasney Way	\$1200.00 ** Per Month	Agent J. Mantia	1970	170,000
				PARKING LOTS IN SOUTH END PROJECT AREA (R-56)		
514	Winsted Shoe Company (S1B1-4)	498 Albany St.	\$360.00 *** Per Month	French * Shriner and Urner	August 1969	48,000
653	John Ward (S4B4-3)	17 Clarendon St. (Underground)	\$210.00 Per Month	John Ward	Indefinite	11,500
				PARKING LOTS IN CASTLE SQUARE PROJECT AREA (R-56) (L)		
833	N.E. Medical Center (475A-3-4-5-6-8-9)	Cobb and Mayo Sts. and Shawmut Ave.	\$100.00 ** Per Month	N.E. Medical Center	Indefinite	14,500
				PARKING LOTS IN CENTRAL BUSINESS DISTRICT PROJECT AREA (R-82)		
69	Bowdoin Square Garage Co., Inc. (65-7), (65-8), (65-10)	5-21 Boylston St.	\$1250.00 Per Month Plus 50% of gross in excess of \$7500.00 for each 3 month period **	L.J. McNeil Vice President	Spring 1969	10,250



PARKING LOTS IN CHARLESTOWN PROJECT AREA (R-55)

LICENSEE	ADDRESS	U AND O CHARGE	OWNER OR AGENT OF BUSINESS	VACATE DATE	AREA SQ. FT.
76	Owen J. Doherty (100-1)	47-51 Tremont St. Cor. of Edgeworth St.	*** \$25.00 Per Month	* Owen J. Doherty	Spring 1970 4174
81	George P. Byrne (93-1) (98-25)	55-71 Ferrin St. 40-42 Ferrin St.	*** \$67.00 Per Month	George P. Byrne	June 1969 12,046
31	James O'Leary (99-11)	30 Lowney Way 77-81 Tremont St.	\$125.00 Per Month	James O'Leary	Spring 1970 13,522
15	Northern Contracting Corp., (39-2) (39-4) (45-1) (45-2)	42-58 Chelsea St. 16-20 Call St. 35-37 Chelsea St.	** \$100.00 Per Month	William J. Galvin, President	Spring 1973 11,015

PARKING LOTS IN WATERFRONT PROJECT AREA (R-77)

46	John Lochiatto (103-1)	122-124 Commerce Street	\$100.00 Per Month	John Lochiatto	December 1969 4,000
None	Aquarium Parking (209B)	West Side Atlantic Avenue	No Charge **	N.E. Aquarium Corporation	Indefinite Size depending on site improvement construction

PARKING LOTS IN FENWAY PROJECT AREA (R-115)

106	Bryant and Stratton Junior College	5-11 Haviland St.	\$3700.00 Per Yr. Bryant and Stratton Payable in equal Junior College monthly installments **	Indefinite	15,128
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PARKING LOTS IN GOVERNMENT CENTER PROJECT AREA (R-35)

ACCT. #	LICENSEE	ADDRESS	U AND O CHARGE	OWNER OR AGENT OF BUSINESS	VACATE DATE	AREA SQ. FT.
1337	The Brattle Company	Union, Blackstone and Hanover Streets	\$1500.00 ** Per Month Minimum or 50% of gross	Frank Sawyer President	Sept. 1969	26,334
1545-2	A.D.T. Parking Lot	8 Faneuil Hall Square	\$100.00 Per Month	American District Telegraph Co.	Indefinite	1400
1573	Bowdoin Amusement Co.	72-118 Union St.	\$1500.00 ** Per Month Minimum or 50% of gross	Ben Williams President	Sept. 1969	25893

PARKING LOTS IN SOUTH COVE PROJECT AREA (R-92)

402	Benne Schiff (1-2)	47-53 Hudson St. 48-52 Tyler St.	\$950.00 Per Month	Ben Schiff	Summer 1969	9798
178	Victor J. Ferris (6-11)	281 Tremont Street	\$500.00 Per Month	Victor J. Ferris	Summer 1969	4668
180	The Stuart Parking Co., (8-1)	196 Stuart Street	\$2000.00 *** Per Month	Frank Sawyer * President	Spring 1969	9665
193	Bowdoin Square Garage Co., Inc. (11-3)	174-188 Columbus Avenue	\$1066.00 Per Month	L.J. McNeil Vice President	Spring 1969	9680



PARKING LOTS IN SOUTH COVE PROJECT AREA (R-92) CONTINUED

CT.	LICENSEE	ADDRESS	U AND O CHARGE	OWNER OR AGENT OF BUSINESS	VACATE DATE	AREA SQ. FT.
8-1	Robert T. Marshall (11-4)	200 Columbus Avenue	\$250.00 Per Month	Robert T. Marshall	Spring 1969	9728 A 12 Car Parking Operation
9	Victor J. Ferris (42-5)	8-12-24 Shawmut Ave.	\$700.00 Per Month	Victor J. Ferris	Summer 1969	6521
5	Victor J. Ferris (42-6)	260 Tremont Street	\$410.00 Per Month	Victor J. Ferris	Summer 1969	4979
6	Tufts N.E. Medical Center (45-4)	207 Harrison Ave.	\$135.00 Per Month	Tufts N.E. Medical Center	Spring 1971	2100
9	Tufts N.E. Medical Center (46-1)	120 Tyler St.	\$142.50 Per Month	Tufts N.E. Medical Center	Fall 1969	6016
10	Tufts N.E. Medical Center (46-2)	Hudson, Tyler, Oak and Curve Streets	For Both Parcels	Tufts N.E. Medical Center	Fall 1969	18,415
12	Federal Parking (47-6)	121-141 Tyler St. 232-252 Harrison Ave.	\$800.00 ** Per Month	Louis Meyers President	Fall 1969	24,795
16	Shawmut Ave. Parking Lot (50-6A)	38-42 Shawmut Ave. 30-42 Warrenton St.	\$100.00 Per Month	Victor J. Ferris	Spring 1969	2230
120	Stuart St. Realty Trust (5-1) (5-2)	14-22 Stuart St. 715-735 Washington St. 7-13 Dore St.	\$1700.00 ** Per Month	Samuel P. Coffman President	1971 1971	12,708



PARKING LOTS IN SOUTH COVE PROJECT AREA (R-92) CONTINUED

#	ADDRESS	U AND O CHARGE	OWNER OR AGENT OF BUSINESS	VACATE DATE	AREA SQ. FT.
27	Tufts N.E. Medical Center (37-2) (37-3) Ave., 170 Harrison Ave.	\$300.00 Per Month For both parcels	Tufts N.E. Medical Center Tufts N.E. Medical Center	Fall 1969 Fall 1969	5789 1540
26	Tufts N.E. Medical Center Blocks 41 and 52	\$350.00 Per Month	Tufts N.E. Medical Center	1971 1972	22,560
42	Bowdoin Square Garage Co., Inc. (18-2)	\$650.00 Per Month	L.J. McNeil Vice President	Fall 1969	6400
76	Bowdoin Square Garage Co., Inc. (9-1)	\$2000.00 Per Month ***	L.J. McNeil Vice President	Summer 1969	9807
79	Shawmut Parking (19-1)	\$750.00 Per Month	Victor J. Ferris	Summer 1969	5830

\* Former Owner of Parcel  
\*\* U And O Charge Set by Authority Vote  
\*\*\* U And O Charge Set by Real Estate Officer in Accordance with Management Policy



## RECAPITULATION

West End Project	2
South End Project	2
Castle Square Project	1
Central Business District	1
Charlestown Project	4
Waterfront Project	2
Government Center Project	3
Fenway Project	1
South Cove Project	<u>17</u> (8 Operators)
	33

21 of the above 33 parking lots are being operated at the same location by the same operator who was in the parking business at the time the Boston Redevelopment Authority acquired the land.

The remaining 12 parking lots are operating on vacant land which was cleared by the Authority after acquisition.

The breakdown or analysis of these 12 new lots is as follows:

Five (5) lots were licensed by vote of the Authority to former parking operators who were displaced by development activities within the same project area, as follows:

Two (2) new lots in the West End Project Area - the Mass. General Hospital and the Fruit Orchard, both of which were operating parking lots in the project area and were displaced.

Two (2) new lots in the Government Center Project - the Bowdoin Amusement Company and the Brattle Company, both of which were displaced from their former locations in the Government Center Project.

One (1) new lot in the Central Business District Project - the Bowdoin Square Garage Company which was the only parking operator in the C.B.D. project area and was displaced from Arch Street because of the Raymond's development.



Seven (7) lots on vacant land cleared by the Boston Redevelopment Authority were licensed by vote of the Authority, as follows:

Four (4) were licensed to the Tufts-New England Medical Center. Three (3) of these are in the South Cove Project and one (1) is in the Castle Square area. (Approximately 50,000 square feet in all four lots.)

One (1) lot in the Waterfront Project was licensed to the Aquarium.

One (1) lot in the Fenway Project was licensed to Bryant & Stratton School. This lot was vacant land when acquired by the Authority but was not in use as a parking lot.

One (1) lot in the Charlestown Project was licensed to Northern Contracting Co. This firm operated a parking lot nearby for over twenty years which is to be displaced for housing under the Urban Renewal Plan.

Use and Occupancy charges for parking lots in accordance with the Authority's Management Policy have been set as follows:

1. For parking lots in existence at time of acquisition by the Authority, if operator is a tenant at the time of acquisition, the Real Estate Officer sets the Use and Occupancy charge at the same rate paid to the former owner. If the parking operator is also the owner of the land, the Real Estate Officer sets the Use and Occupancy charge.
2. For new parking lots on vacant land cleared by the Authority, the Use and Occupancy charge is set by vote of the Authority on the recommendation of the Real Estate Officer, concurred in by the Executive Director.

Reductions in Use and Occupancy charges because of hardship and declining business when verified by accountant's figures in writing have been processed as follows:

Under \$100.00 in amount, the reduction is made by the Real Estate Officer with the approval of the Executive Director.

Over \$100.00 in amount, the reduction requires the recommendation of the Real Estate Officer, the concurrence of the Executive Director and a vote of the Authority.

The Authority's Policy on licensing new lots on cleared project land is to give priority to parking lot operators who have been displaced or are scheduled for displacement because of development activities, and to non-profit and



charitable institutions which are located in the project area. All the recommendations by the Executive Director for licensing by the Authority of new lots on cleared project land have been made in keeping with this Policy.

MEMORANDUM

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TABLED: March 20, 1969  
RESUBMITTED: April 17, 1969  
REVISED: July 17, 1969

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: HALE CHAMPION, DIRECTOR

SUBJECT: WEST END PROJECT  
AUTHORIZATION TO ADVERTISE FOR BIDS FOR  
OPERATION OF PARKING LOTS

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Summary: This memorandum requests authorization to advertise for bids from prospective lessees to operate the parking lot in the West End Project.

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On June 10, 1969, the Board of Appeal granted an extension of the variance to July 1, 1970, for use of West End Project parcels of land for parking purposes. As a condition of its approval, the Board of Appeal established the following provisos:

1. That the proposed parking area be limited to approximately 142,400 square feet of land, extending from Staniford Street and Lomasney Way approximately 140 feet toward the rear of the lot;
2. That at least 50% of the spaces on the parking lot be reserved for assigned parking for the employees, patients, doctors and visitors of the Massachusetts General Hospital and the Massachusetts Eye and Ear Infirmary;
3. That the existing gravel surface of the parking area be treated with 1/2 gallon of MC-2 (Medium Curing Oil) bituminous material per square yard, and immediately after this application, the entire area treated shall be covered with sand in sufficient quantity to absorb the excess bitumen;
4. That the remainder of the lot, which shall remain free of parking spaces, where not already seeded, be seeded with a fast and economical growth seed, preferably made up of 57-58% Winter Rye, 4-5% Red Top, 10% Red Fescue and 20% H-31. This mixture shall be applied on existing barren surfaces in one operation, combined with a cellulose fibre mulch and fertilizer;
5. That the existing chain link fence at the rear of the premises abutting Thoreau Path be retained, and extended along the rear and side lot lines abutting William Cardinal O'Connell Way, to the parking area;



6. That there be erected and maintained a fence at the rear of the parking area (approximately 140 feet from the front lot line); said fence to extend from the existing fill back to William Cardinal O'Connell Way;
7. That bumpers be installed in front of the fences separating the parking area from the remainder of the lot, to prevent cars from hitting the fences;
8. That the conduct of the parking lot be terminated on or before July 1, 1970.
9. That the plan submitted to the Board on June 9, 1969, a copy of which is on file in the Building Department, be considered as the basis for this decision.
10. That all extraneous growth of shrubbery, which might become a fire hazard, be removed; and
11. That the entire premises be kept clear of rubbish and debris at all times.

It is recommended that the Authority authorize the Executive Director to advertise for bids for the operation of this lot with the lease to be for the period up to July, 1970, cancellable upon thirty days' notice by the Authority and the parking rates to be in accordance with the proposed schedule described below.

The maximum rate that may be charged to the patients, staff and visitors of Massachusetts General Hospital and Eye and Ear Infirmary and to the residents of Beacon Hill shall be fifty cents for any twenty-four hour period. The maximum rate for all other vehicles shall not exceed \$1.50 for vehicles arriving between the hours of 7 a.m. and 5 p.m. and leaving before 7 p.m.; and fifty cents for those vehicles arriving between the hours of 5 p.m. and 7 a.m. and leaving before 9 a.m.

The lease will provide that the annual rent shall be payable in equal monthly installments, and the lease will contain such standard requirements as a performance bond with corporate surety. The bidding formula will be based upon a minimum fixed sum in addition to which the successful bidder will be required to pay that sum of money by which one-half of the lessee's annual gross income exceeds this fixed sum.

It should be stressed that this is an interim measure and it is not contemplated that the winning bidder can depend upon more than a month-to-month situation.

VOTED: That the Executive Director be and hereby is authorized to advertise for bids for the operation of said lot, the lease to include a provision that it may be canceled upon thirty (30) days' notice by the Authority.



C I T Y O F B O S T O N

KEVIN H. WHITE

MAYOR

TO BE FILED AT

BOSTON REDEVELOPMENT AUTHORITY

ROOM 900, NEW CITY HALL, BOSTON, MASS. 02201

RE: PUBLIC PARKING FACILITY

BETWEEN LOMASNEY WAY, STANIFORD STREET

AND WILLIAM CARDINAL O'CONNELL WAY

BOSTON

BOSTON REDEVELOPMENT AUTHORITY

RT. REV. FRANCIS J. LALLY, CHAIRMAN

PATRICK J. BOCANFUSO

JAMES G. COLBERT

GEORGE P. CONDAKES

MELVIN J. MASSUCCO

PROPOSAL

TO THE BOSTON REDEVELOPMENT AUTHORITY:

The undersigned hereby proposes to lease from the Boston Redevelopment Authority (hereinafter called the Authority), at the annual rental of -----

\_\_\_\_\_. Dollars.

(Write amount in words)

plus the additional annual rent as defined in the form of the lease attached hereto, the premises described, for the term stated, and upon the covenants, agreements and conditions contained in the form of lease attached hereto and pertaining to the public parking facility described in Schedule A of the lease.

The undersigned agrees that if on or before the acceptance Date stated in Schedule B of the lease notice that this proposal has been accepted shall be mailed to the undersigned, at the address stated below, or shall be delivered to the undersigned, the undersigned will, on or before the execution Date stated in Schedule B of the lease, execute, in triplicate, and accept delivery of a lease in the form annexed; that simultaneously with the delivery of such lease, the undersigned will:

(a) file with the Authority policies, binders or certificates evidencing the maintenance of the insurance required by the lease; and

(b) deliver to the Authority for deposit with its Treasurer, as



the undersigned may elect, either a performance bond as provided in the lease in a sum equal to one-third of the amount of the rent for the entire term executed by a surety company authorized to do business in the Commonwealth of Massachusetts, or cash or certified check in a sum equal to one-third of the amount of the rent for the entire term to be held upon the terms and conditions stated in the lease; and that the premiums on such insurance and such performance bond will be paid by the undersigned.

The undersigned represents that this proposal is made in good faith without fraud, collusion or connection of any kind with any other bidder for the same lease, that the undersigned is competing solely in his or its own interest and in his or its own behalf without connection with or obligation to any undisclosed person or corporation, that no other person has any interest in the profits of the lease, that the undersigned has read the form of lease attached hereto and is fully informed in regard to all the covenants, conditions and provisions thereof, that the undersigned has visited the premises described in said form of lease, examined their condition and become thoroughly acquainted with their advantages and disadvantages and compared the lease with the conditions found, and that the undersigned makes this proposal from his or its own examination and estimates.

The undersigned further agrees that the bid deposit of the amount specified in Schedule B of the lease in the form of CASH or CERTIFIED CHECK, payable to the Boston Redevelopment Authority, accompanying the

copy of this proposal filed with the Authority shall become and be the property of the Authority as liquidated damages if, after an award is made to the undersigned, the undersigned fails, on or before the execution date stated in Schedule B of the lease, and after notice of the award is mailed or delivered to him or it, to execute in triplicate and accept delivery of the aforesaid lease, or upon the delivery of such lease fails to perform the other obligations of the undersigned under clauses (a) and (b) of this proposal.

The undersigned understands that all bid deposits, except those of the three highest responsible and eligible bidders, will be returned within five days, Saturdays, Sundays and holidays excluded, after the opening of the proposals, and that the other bid deposits will be returned upon the execution and delivery of the lease, or, if no lease is made, at the expiration of ninety days after the opening of the proposals.

BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

THE BIDDER IS A (AN) \_\_\_\_\_

INDIVIDUAL - PARTNERSHIP - CORPORATION



The full name and address of all persons interested in this proposal as principals, are as follows:

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Individual Owner -

State full name and address of owner. If business is carried on in any name other than that of the owner, state such name and address:

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Partnership -

State full name and address of all partners:

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Corporation -

Corporation is incorporated in the State of \_\_\_\_\_

resident is \_\_\_\_\_

Treasurer is \_\_\_\_\_

Place of business in Boston is \_\_\_\_\_



NOTE: - This proposal must bear the written signature of the bidder.

If the bidder is an individual doing business under a name other than his own name, the proposal must so state giving the address of the individual.

If the bidder is a partnership, the proposal must so state, setting forth names and addresses of all partners and must be signed by a partner designated as such.

If the bidder is a corporation, the proposal must bear the seal of the corporation and must be signed by a duly authorized officer or agent of such corporation.

(End of Proposal)

## THE BOSTON REDEVELOPMENT AUTHORITY

### INVITATION FOR PROPOSALS FOR LEASING OF PUBLIC PARKING FACILITY Between LOMASNEY WAY, STANIFORD STREET AND WILLIAM CARDINAL O'CONNELL WAY, BOSTON.

The Boston Redevelopment Authority, hereinafter called the Authority, invites from individual citizens of the United States, and corporations or other legal associations wherein the controlling interest to the extent of at least over one-half thereof is owned by a citizen citizens of the United States, proposals for leasing for a term of one (1) year beginning May 2, 1969 and ending May 1, 1970, unless earlier terminated in accordance with the conditions as more fully set forth in the form of lease, the public parking facility situated in Boston between LOMASNEY WAY, STANIFORD STREET, and WILLIAM CARDINAL O'CONNELL WAY, as shown on a plan entitled, "Plan of Land in Boston (Proper), July 1, 1968, Ralph A. DeSimone, Registered Land Surveyor", attached to the form of the proposal, upon the covenants, agreements and conditions contained in the form of lease which with the form of proposal, may be obtained daily (except Saturdays, Sundays and holidays) between 9:00 A.M. and 5:00 P.M. at the office of the Authority, Room 900, New City Hall, Boston. The covenants and agreements contained in the lease will require, among other conditions, that the Lessee will maintain and operate the parking facility at all times in a manner fully satisfactory to the Authority.

Proposals shall be submitted on forms obtained as aforesaid. Each copy of the proposal shall be properly filled out, signed, enclosed in an envelope, sealed and marked "Proposal for Leasing of Public Parking Facility between Lomasney Way, Staniford Street and William Cardinal O'Connell Way, Boston." Copy of the proposal shall be filed with the Authority at its said office on or before 12:00 o'clock noon on Monday, April , 1969, at which time and place all proposals will be publicly opened and read. The copy of the proposal shall be accompanied by a bid deposit of Two Thousand (\$2,000) Dollars made under the terms stated in the form of proposal, in the form of CASH or a CERTIFIED CHECK payable to the Boston Redevelopment Authority, and shall also be accompanied by written evidence of the ability of the bidder to furnish the performance bond, (or cash in lieu thereof) provided for in the form of lease.

No proposal shall be withdrawn after the day and hour hereinbefore set for the opening of proposals.



The Board reserves the right to reject any and all proposals.

Rt. Rev. Francis J. Lally, Chairman	)	
Patrick J. Bocanfuso	)	
James G. Colbert	)	BOSTON REDEVELOPMENT
George P. Condakes	)	AUTHORITY
Melvin J. Massucco	)	

LEASE

THIS LEASE made this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_

between the Boston Redevelopment Authority, a municipal corporation in the Commonwealth of Massachusetts, acting under Acts of 1957, Chapt. 150 as amended by Acts of 1960, Chapt. 652 and hereinafter called the Lessor, which expression shall include its successors and assigns when the context so requires or admits, and

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

hereinafter called the Lessee, which expression shall include \_\_\_\_\_ executors, administrators, successors and assigns when the context so requires or admits,

WITNESSETH, that in consideration of the rents, covenants and conditions herein reserved and contained on the part of the Lessee to be paid, performed and observed, the Lessor does hereby demise and lease unto the Lessee the following described premises, hereinafter called the demised premises, situated in the City of Boston, Massachusetts, as described in Schedule A hereto annexed.

TO HAVE AND TO HOLD for the term stated in Schedule B hereto annexed unless sooner terminated in accordance with the conditions and schedules herein set forth.

CONDITION: This lease is upon the express condition that if the Boston Redevelopment Authority shall determine that the demised premises



are required for the purposes of constructing structures and facilities thereon and if the Authority shall so notify the Lessee in writing, sent by registered mail, addressed to the Lessee at the demised premises, this lease shall terminate on the thirtieth day after the receipt of such notice. Rent and license fee shall be apportioned as of the date of such termination. Upon the termination of the lease in accordance with the provisions of this CONDITION, the Lessee will remove from the demised premises all goods and effects not the property of the Lessor and will peaceably yield up to the Lessor the demised premises in good repair, order and condition in all respects.

CONDITION: This lease is upon the further condition that if the Boston Redevelopment Authority shall vote to sell such property at public auction in accordance with the provisions of Acts of 1957, Chapt. 150, as amended, and if the Authority shall so notify the Lessee in writing sent by registered mail addressed to the Lessee at the demised premises, this lease shall terminate on the thirtieth day after receipt of such notice. Rent and license fee shall be apportioned as of the date of such termination. Upon the termination of the lease in accordance with the provisions of this CONDITION, the Lessee will remove from the demised premises all goods and effects not the property of the Lessor and will peaceably yield up to the Lessor the demised premises in good repair, order and condition in all respects.

YIELDING AND PAYING therefor, at the office of the Boston Redevelopment Authority, the annual rent of - - - - -

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Dollars,

(Write amount in words)

and (2) the additional annual rent.

The annual rent shall be payable in equal monthly installments of one-twelfth of the annual rental, the rent for the first month of said term to be paid simultaneously with the acceptance of delivery of this lease and the rent for each succeeding month or portion thereof to be paid on the last day before the beginning of such month or portion thereof:

The additional annual rent is that sum of money by which one-half of the Lessee's annual gross income exceeds the annual rent. In order to determine the additional annual rent payable under this provision, the Lessee shall quarterly furnish the Lessor not later than the statement dates as stated in Schedule B a statement of the Lessee's gross cumulative income during the expired portion of the term of the lease, prepared and certified as to correctness by a Massachusetts certified public accountant upon completion of a full and complete audit.

Simultaneously with the furnishing of the above quarterly statements of the Lessee's gross cumulative income for the expired portion of the term, the Lessee shall pay said additional annual rental in full. The Lessee will establish and be responsible for a bookkeeping and accounting system according to the best standards and principles of parking lot management. The Lessee shall submit with the monthly payments a detailed statement of gross income on a form approved and supplied by the Lessor. The Lessor shall have the right to open for inspection and audit at any time all books of account and records of the operation and to request any



additional information incidental to its interest. All money received for business transacted shall be recorded by cash register and all items shall be transcribed to the Lessee's books of account.

Tickets used in the operation of this parking lot shall be in accordance with the accepted standards of public parking lot management and shall afford a satisfactory means for control, accounting and receipting that may be used readily in conjunction with the accounting system. All tickets shall be numbered consecutively, shall be retained as stated in Schedule B, and shall be open to inspection and audit at any time by the Lessor. All voided tickets and monthly parking bills and receipts shall be retained in the same manner. No new system or method of issuing tickets or accounting shall be initiated or adopted without the written approval of the Lessor.

THE LESSOR COVENANTS with the Lessee that the Lessee on paying the rent hereby reserved and performing and observing the covenants and conditions herein on the part of the Lessee contained shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid without any interruption by the Lessor or any person rightfully claiming under the Lessor.

THE LESSEE COVENANTS with the Lessor that during the aforesaid term and for such further time as the Lessee or any person or persons claiming under the Lessee shall hold the demised premises or any part thereof, -

empirical data relative to the usage of the lot as it affects the neighboring street system or traffic conditions or the effect of the lot in the over-all supply of parking in the City of Boston or the General area. The Lessee shall not hinder the work of these agents in any way so long as said agents do not impede or obstruct the efficient operation and proper functioning of the parking lot. This provision in no way authorizes or permits the examining of any of the Lessee's books or records by anyone other than the duly authorized representative of the Lessor as set forth elsewhere in this lease.

7. The Lessee at any one time shall not park within the facility more than the number of cars stated in Schedule C hereto annexed and must conform with all other provisions listed in Schedule C.

8. The Lessee will maintain in company or companies authorized to do business in the Commonwealth of Massachusetts, and keep on file with the Lessor policies, binders or certificates evidencing the maintenance of insurance, (a) insuring the Lessee against property damage to the extent of Ten Thousand Dollars (\$10,000) for each accident; and, to the extent of Five Hundred Thousand Dollars (\$500,000) for any one person and to the extent of One Million Dollars (\$1,000,000) for any one accident, against legal liability for loss or damage on account of injury or death of any person (other than a servant or agent of the Lessee while covered by Workman's Compensation Insurance) while on or about the demised premises or any street, way or sidewalk adjacent thereto, (b) insuring the payment of Workman's Compensation benefits to all employees of the



1. The Lessee will pay to the Lessor the said rent at the times and in the manner aforesaid.

2. The Lessee will pay all charges for water, electricity, and other commodities, if any, used on the demised premises, and keep the sidewalks adjacent thereto clear of snow and ice.

3. The Lessee will neither make nor suffer any waste of the demised premises, but will keep the same in such repair, order and condition as the same are in at the commencement of said term, or may be put in during the continuance thereof, the Lessee by accepting delivery of this lease acknowledging the demised premises to be in good order, repair and condition at the commencement of said term; and agrees to maintain the premises at his own expense throughout the term of the lease.

4. The Lessee will neither make any change in, nor erect or place any building, structure or sign (except price signs and no trespassing signs) upon the demised premises unless the consent of the Lessor thereto has been first obtained in writing.

5. The Lessee will permit the Lessor or its duly authorized agent to enter upon the demised premises at any time either to view and inspect the same or to remove, without being held responsible therefor, any building, structure or sign (except a price or a no trespassing sign) not expressly consented to.

6. The Lessee shall permit the Lessor, or any other appropriate agency of the City of Boston, or their agents, to enter upon the demised premises at any time to view the same, and/or to gather

Lessee, (c) insuring the Lessee to the extent of One Hundred Thousand Dollars (\$100,000) against legal liability for loss or damage originating from fire, explosion (except explosion of tires), theft of (if the entire motor vehicle is taken), or to, motor vehicles which are the property of others and in the custody of the Lessee on the demised premises, and riot and civil commotion and malicious mischief and vandalism, with a maximum of Twenty-five Dollars (\$25.00) deductible on riot and civil commotion and malicious mischief.

9. The Lessee will neither cause nor suffer any nuisance on the demised premises or any part thereof.

10. The Lessee will use the demised premises for the parking of motor vehicles in accordance with the regulations hereinafter set forth and for no other purpose.

11. The Lessee will neither make nor demand nor receive at any time, any rate or charge for the parking of any motor vehicle on the demised premises in excess of the schedule of maximum rates stated in Schedule D hereto annexed.

12. The Lessee will abide by the following regulations with respect to the use, operation and occupancy of the demised premises (in the REGULATIONS called the parking facility):

REGULATIONS

I. The parking facility shall be open for business for twenty-four hours on every day, including Saturdays, Sundays, and holidays, and there shall be at least one attendant on the premises at all times while



the parking facility is open for business.

II. Use of the parking facility shall be restricted to automobiles, beach wagons and motorcycles. Parking of buses, trucks and other commercial vehicles shall not be allowed on the parking facility.

III. Subject to the limitations imposed by Regulations II and to the rights of the Lessee to charge for use, space for parking any motor vehicle shall, upon reasonable request therefor, be furnished to any person without discrimination.

IV. The Lessee shall not, by rule, regulation, sign or otherwise require any person whom it suffers to enter, be upon, or leave, the parking facility, or to park a motor vehicle thereon, to do so at his own risk.

V. Motor vehicles shall be permitted to enter and leave the parking facility only at places where, at the time, the curbs are cut.

VI. The Lessee shall at all times maintain in a conspicuous place on the parking facility a price sign, in a form satisfactory to the Lessor, bearing the words "public parking facility" and stating the name of the Lessor, the name and business address of the Lessee, the hours during which the parking facility is open for business and the Lessee's rates or charges for use of the parking facility.

VII. The Lessee shall indemnify and hold harmless the Lessor from any and all claims for injury, loss or damage suffered by any person or property on or about the demised premises.

VIII. All rates or charges made, demanded or received by the Lessee

for substantially the same use of the parking facility at the same time shall be the same.

IX. The Lessee shall not conduct, nor permit any person to conduct, any business on the demised premises incidental to the parking of motor vehicles or affecting parked motor vehicles.

THE LESSEE FURTHER COVENANTS with the Lessor:-

A. That the Lessee will not assign, sell or mortgage this lease nor sublet the whole or any part of the demised premises without first obtaining on each occasion the consent in writing of the Lessor.

B. That at the expiration of this lease or the termination thereof otherwise than by an eminent domain taking, the Lessee will remove from the demised premises all goods and effects not the property of the Lessor and will peaceably yield up to the Lessor the demised premises in good repair, order and condition in all respects.

C. That, if the Lessee fails to maintain, or to keep on file with the Lessor policies, binders or certificates evidencing the maintenance of, insurance as hereinbefore provided, or if the Lessee suffers any snow or ice to remain upon the sidewalks adjacent to the demised premises for more than two (2) hours between sunrise and sunset, then it shall be lawful for the Lessor to maintain such insurance or to clear such snow or ice; and the Lessee shall reimburse the Lessor for the amount which the Lessor shall from time to time expend in so doing.

D. That the Lessee, notwithstanding any other provisions contained in this lease will at all times maintain and operate the parking facility in a manner fully satisfactory to the Boston Redevelopment Authority and

promptly and completely comply with whatever rules and directions the Authority, in the exercise of its discretion, shall issue.

E. That the Lessee will pay all reasonable costs, attorneys' fees and expenses that shall be made or incurred by the Lessor in enforcing the covenants, agreements and conditions of this lease.

PROVIDED ALWAYS, that in case the whole or any part of the demised premises shall be taken by eminent domain or by military or other public authority, and the demised premises or any part thereof are as a result of such taking rendered unfit for use for the purpose hereinbefore specified, this lease shall immediately terminate. If this lease is thus terminated during any month for which the Lessee has paid rent, the Lessor shall refund to the Lessee such part of said monthly rent as is proportionate to the unexpired part of said month. The Lessor hereby expressly reserves and excepts all rights to all direct consequential damages to the demised premises and the estate hereby created which may accrue by reason of any exercise of the right of eminent domain or by reason of anything lawfully done in pursuance of any public or other authority; and the Lessee hereby covenants to execute and deliver to the Lessor such instruments of assignment of such rights as the Lessor may from time to time request.

PROVIDED ALSO, and this lease is upon this condition, that if the Lessee shall neglect or fail to perform or observe any of the covenants and agreements herein contained and on the part of the Lessee to be performed or observed, or if the estate hereby created shall be taken on execution or by other process of law, or if any assignment shall be made



of the Lessee's property for the benefit of creditors, or if a receiver, guardian, conservator or other similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of the Lessee's property, or if the Lessee commits any act of bankruptcy, or if a petition is filed by or against the Lessee under any bankruptcy law, then, and in any of said cases (notwithstanding any license or any former breach of covenant or waiver of the benefit hereof or consent in a former instance), the Lessor lawfully may, immediately or at any time thereafter, and without demand or notice, enter upon the demised premises or any part thereof in the name of the whole, and repossess the same as of the Lessor's former estate and expel the Lessee and those claiming through or under the Lessee and remove their effects (forcibly, if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid this lease shall terminate; and the Lessee covenants that in case of such termination, or in case of termination under the provisions of statute because of default of the Lessee, the Lessee will indemnify the Lessor against all loss and damage which the Lessor may suffer or incur by reason of such termination, whether through decreased rent during the residue of the aforesaid term or otherwise.

Any notice from the Lessor to the Lessee shall be deemed duly served if sent by registered mail addressed to the Lessee at the demised premises; and any notice from the Lessee to the Lessor shall be deemed duly served if sent by registered mail addressed to Chairman, Boston Redevelopment

Authority, Room 900, New City Hall, Boston, Massachusetts, and the customary registered mail receipt shall be conclusive evidence of such service.

The Lessee's covenants are joint and several if the Lessee is several persons, and are obligations of the partnership and of each partner if the Lessee is a partnership.

SIMULTANEOUSLY with the acceptance of delivery of this lease and before the same shall be binding upon the parties hereto, the Lessee shall deliver to the Boston Redevelopment Authority (hereinafter called Authority) for deposit with its Treasurer:-

either a performance bond in favor of the Lessor in a sum equal to one-third of the amount of the rent for the entire term which shall be conditioned upon the faithful performance of the rents, covenants, agreements and conditions herein reserved and contained on the part of the Lessee to be paid, performed and observed, and shall be executed by a surety company authorized to do business in the Commonwealth of Massachusetts;

or cash or certified check in a sum equal to one-third of the amount of the rent for the entire term, the same to be held by said Treasurer as security for the full and faithful performance and observance by the Lessee of all the rents, covenants, agreements and conditions herein contained and to be returned to the Lessee when and provided that the Lessee shall have fully performed and observed all of the said rents, covenants, agreements and conditions on the Lessee's part to be paid, performed and observed; and it is expressly agreed

that the sum so deposited is not an advance payment of or on account of the rent herein reserved, or any part of instalment thereof, or a measure of the Lessor's damages, and in no event shall the Lessee be entitled to return a particular application of the said sum or any part thereof, until the full end of the term hereby granted, and until a reasonable time and opportunity shall have been had thereafter to inspect the said premises for the purpose of determining whether the rents, covenants, agreements and conditions hereof have been fully paid, performed and observed.

THE FOLLOWING SCHEDULES HERETO ANNEXED ARE MADE A PART OF THIS LEASE.



SCHEDULE A

DESCRIPTION OF PREMISES: The Public Parking Facility situated in Boston between Lomasney Way, Staniford Street and William Cardinal O'Connell Way, as shown on plans marked "Plan of Land in Boston (Proper) Massachusetts, July 1, 1968, Ralph A. DeSimone, Registered Land Surveyor", and "Plan of Land in Boston (Proper) Massachusetts, July 3, 1968, Ralph A. DeSimone, Registered Land Surveyor", attached to the form of Proposal. A copy of said plans is on file with the Boston Redevelopment Authority.

SCHEDULE B

ACCEPTANCE DATE: The Lessor shall, within thirty (30) days of the date of opening of the bids, make his acceptance or rejection of this proposal.

EXECUTION DATE: The Lessee within seven (7) days of notification by letter posted to the address stated on page 3 of the proposal, shall execute the lease.

LAND DEPOSIT: Two Thousand Dollars (\$2,000)

TERM AND LIMITS OF LEASE: One (1) year, from May 2, 1969 to May 1, 1970.

STATEMENT DATES: September 1, December 1, 1969 and March 1 and June 1, 1970

PERIOD OF RETENTION OF TICKETS: One year from date of expiration of lease.

SCHEDULE C

PLAN: The Plan of the property is described in Schedule A.

MAXIMUM NUMBER OF CARS TO BE PARKED AT ANY ONE TIME: Seven Hundred Fifty Two (752).

SPECIAL PROVISIONS: 1) The Lessee shall not allow cars to be deposited on public rights-of-way adjacent to the property in such a manner that they obstruct the free and easy flow of vehicular or pedestrian movement.

2) This Lease shall terminate on 11:59 P.M. January 2, 1970 notwithstanding any other provision of the Lease if the current City of Boston Board of Appeal variance granted on March 1, 1969 to conduct this parking lot in an apartment house district is not extended by the said Board.



SCHEDULE D

MAXIMUM RATES: The Lessee will neither make nor demand nor receive at any time any rate or charge for the parking of any motor vehicle on the demised premises in excess of the following schedule of maximum rates:

The maximum rate that may be charged to the patients, staff and visitors of Massachusetts General Hospital and Eye and Ear Infirmary and to the residents of Beacon Hill shall be fifty cents for any twenty-four hour period. The maximum rate for all other vehicles shall not exceed \$1.50 for vehicles arriving between the hours of 7 a.m. and 5 p.m. and leaving before 7 p.m.; and fifty cents for those vehicles arriving between the hours of 5 p.m. and 7 a.m. and leaving before 9 a.m.

SIGNED AND SEALED at Boston, Massachusetts, the day and year  
first above written.

CITY OF BOSTON  
BOSTON REDEVELOPMENT AUTHORITY

BY \_\_\_\_\_  
Director

Executed in triplicate:

Approved as to form:

\_\_\_\_\_  
General Counsel of the  
Boston Redevelopment Authority

LESSEE

